BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Tender No: BESCOM/2026-27/SEO466

INSTRUCTIONS FOR BID

VOLUME1, SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. INTRODUCTION

1. The Chief Engineer (Ele.,), C,O&M, CTAZ, BESCOM, Opp. RTO office, Turuvanur road, Chitradurga-577501 on behalf of Bangalore Electricity Supply Company Limited, invites tender in two parts (Techno-Commercial Bid and Price Bid) through Karnataka Public procurement portal (kpppusers@karnataka.gov.in) for providing **23 numbers of Lorry drivers** on temporary basis through an outsource agency to various offices of Davangere Circle, BESCOM, Chitradurga Zonal jurisdiction, BESCOM for a period of one year.

2. Two cover Tender

Tender should be in two parts namely **Part-I:** Techno commercial Bid containing full technical particulars and commercial terms and conditions. **Part-II:** Price Bid containing prices.

1. Part-I: TECHNO COMMERCIAL BID:

a. The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the KPP portal.

b. All annexure documents to be uploaded in the KPP portal.

2. Part II: PRICE BID:

The bidder shall quote only the Service charges per person per month inclusive of all applicable taxes in the KPP portal.

3. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre- bid and post-bid discussions, technical and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. CONTENTS OF BIDDING DOCUMENTS

4.1. The details of services required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Section I - IFB-Invitation for Bids
	Section II - ITB-Instructions to Bidders
	Section III - GCC-General Terms and Conditions of Contract
	Section- IV- Techno-commercial sheets
	Section V - Format of Annexures
	Section VI- Lorry Drivers manpower List

4.2. Any amendment or addendum issued by BESCOM prior to bid opening shall constitute integral part of the bid.

4.3. The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required as per the bidding documents, or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of the bid.

5. UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and conditions in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every

respect will be at the Bidder's risk and may result in the rejection of their bid.

6. CLARIFICATIONS ON BID DOCUMENTS

6.1. If the prospective Bidder finds discrepancies or omissions, in any terms/conditions and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner.

6.2. A prospective Bidder requiring any interpretation/clarification of Bid Documents may notify the Owner in writing or through KPP Portal within the date notified in the KPP Portal as well as Bidding documents. The Clarifications to the queries will be issued in the KPP Portal to any request which is received not later than the date indicated in the Bid document and the KPP portal, if found necessary.

6.3. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **Chief Engineer (Ele), O & M Zone, Opp. RTO office, Turuvanuru road, Chitradurga-577501** on or before the date and time as mentioned in the KPP platform/ Bid Document.

6.4. Requests for clarifications received subsequent to the mentioned date will not be entertained.

6.5. Verbal clarification and information given by BESCOM or its employee(s) or its representative(s) shall not in any way be binding on the BESCOM.

7. AMENDMENT TO BIDDING DOCUMENT

7.1. BESCOM reserves the right to issue amendments or clarifications to the specifications and documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in Karnataka Public Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.2. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8. LANGUAGE OF BID

8.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in *the* ***English language*****.** Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9. LOCAL CONDITIONS

9.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

10. DOCUMENTS COMPRISING THE BID

10.1. The Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising of Techno Commercial Bid and Price Bid.

10.2. The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed and accompanying General Conditions of Contract if any.

10.3. The Tender Processing Fee and Bid Security shall be in accordance with Section of IFB.

10.4. The Bidder shall complete all Techno commercial Data Sheets, and Price Sheets in KPP portal.

11. BID PRICE

11.1. **“The bidder shall quote only the Service charges per person per month inclusive of all applicable taxes”.**

11.2. Any alteration in the rates etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.

11.3. The Bidder shall quote only in **Indian Rupees**.

11.4. The price shall be on FIRM basis.

12. TAXES AND DUTIES

12.1. **“The bidder shall quote only the Service charges per person per month inclusive of all applicable taxes”.**

12.2. While quoting the rate for the services to be provided, the bidder should take in consideration all levies, GST etc. applicable and payable on the services. The bidder shall take into consideration the taxes on labour charges the GST, EPF, ESI as well, wherever applicable. These shall be on Bidder’s account and no separate claim on this behalf shall be entertained by the owner either during the contractual period or during the extended period if any.

12.3. Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder’s account and no separate claim on this behalf shall be entertained by the owner.

12.4. The Owner will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor. The Owner shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

12.5. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The

Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of Law.

12.6. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of GST etc. in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

12.7. GST/Confessional Sales Tax declaration forms, as admissible, would be issued to the Contractor, on request.

12.8. The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bids shall remain valid for **180 Days** from the last date of bid submission and may be extended if necessary. A bid valid for a shorter period will be rejected as non-responsive.

13.2 In exceptional circumstances, BESCOM may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (by email or by letter). A bidder may refuse the request, but while granting the request for extension of validity the bidder will not be permitted to modify his bid.

14. SUBMISSION OF BIDS:

14.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification in IFB. The bidders shall submit all the documentary evidences/supports in respect of qualifying requirements and other requirements through electronic mode only and no hard copies will be accepted except documents mentioned in clause 14.6. Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers. The bidder must ensure that the bids are received in Karnataka Public Procurement portal only by the date and time indicated in the Tender Notification/KPP Portal. Bids submitted in any other form will not be accepted in any other form.

14.2 In case, BESCOM at his discretion, extend the deadline for the submission of Bids, all rights and obligations of the BESCOM and Bidders previously subject to the deadline will then be subject to the deadline as extended.

14.3 BESCOM reserves the right to reject any bid, which is not submitted according to the instruction, stipulated above.

14.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

14.5 All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences electronically would result in outright rejection of their offers.**

All the Documents indicated in IFB, ITB & GCC shall also be uploaded.

BESCOM is not responsible for the failure on the part of the bidder for non-uploading of tender document to the website on or before the time and date indicated in Karnataka Public Procurement portal.

14.6 The following Documents are to be sealed in a cover and sent to the **Chief Engineer (Ele), O & M Zone, Opp. RTO office, Turuvanuru road, Chitradurga-577501,** so as to reach on or before the last date and time for submission of the bid through KPP Portal indicated in the Notification / Section ITB.

All original annexure I to VI to be submitted.

14.7 Further no modification or withdrawal of Bid shall be allowed after the dead line. The **Chief Engineer (Ele), O & M Zone, Opp. RTO office, Turuvanuru road, Chitradurga-577501** will open the Bids on the date & time indicated in Karnataka Public Procurement portal.

15. LATE BIDS:

15.1 Karnataka Public Procurement portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the Karnataka Public Procurement portal.

15.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the Bidders forfeiture of its bid security.

16. **The Earnest Money Deposit** submitted through online modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

The Earnest Money Deposit of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required Performance Security.

16.1 The Earnest Money Deposit of unsuccessful Tenderers will be returned within thirty days of the end of the tender validity period **not less than 180 days** after the deadline date for tender submission or after finalization of Tender.

16.2 In the event of rejection of all tenders or cancellation of Tender process by the BESCOM, within 15(fifteen) days of such cancellation.

D. BID OPENING AND EVALUATION

17. OPENING OF BIDS & CHECKS

17.1 Opening of bids will be carried out as per the schedule notified in the KPP portal. The **Chief Engineer (Ele), O & M Zone, BESCOM, Opp. RTO office, Turuvanuru road, Chitradurga-577501 will open the bids on the specified date & time.**

17.2 The bids shall be examined to determine whether

i. They are complete
ii. Payment of EMD
iii. The bidder satisfies the eligibility criteria
iv. The documents have been properly signed
v. The bids are generally in order.
vi. In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

17.3 Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.4 The price bids (in Karnataka Public Procurement portal mode) of all the "Techno-commercial" Responsive Bidders shall be opened after evaluation of Technical bids. The date/time of opening the Price bid shall not be intimated separately.

18. CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

19. ACCEPTANCE OF TENDERS

19.1 BESCOM does not bind itself to accept the lowest or any tender, neither will any reason be assigned for the rejection of any tender or part tender. The tenderer on his part binds himself to provide any items selected from his offers in part or whole at the option of the Corporation.

19.2 BESCOM reserves itself the right to reject any tender, which does not conform to any of the above conditions.

20. PRELIMINARY EXAMINATION

20.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

21. EVALUATION OF THE TENDERS:

Techno – commercial evaluation

21.1 A substantially responsive bid shall be one, which is in conformity to all the terms and conditions of the bidding documents without deviations.

21.2 The techno-commercial bids shall be evaluated generally on the following points but not restricted to the same:

i. EMD payment,
ii. Qualifying Requirements,
iii. No-deviations.

21.3 All Technically Responsive Bids shall then be examined to determine the LOWEST EVALUATED TECHNICALLY AND COMMERCIALLY RESPONSIVE BIDS.

21.4 A Bid determined as substantially non-responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Financial Evaluation

21.5 The financial evaluation shall be carried out for the bids which are qualified as techno-commercially responsive.

21.6 The owner will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids.

21.7 The evaluation shall be on the basis of Service charges per person per month inclusive of all applicable taxes quoted by the Bidder only.

21.8 Based on the Evaluated Bid Price of each bid, the ranking of bidders i.e. L1, L2 etc., will be determined. Wherein L1 is the least Evaluated Bid Price amongst evaluated bid prices of all bidders.

21.9 In the event of qualified bidders quote the same L1 price for the tendered service then following procedure shall be followed for declaration of Successful L1 Tenderer.

- All the Bidders who have quoted the same L1 price for the tendered service shall be invited for price negotiation and after obtaining the negotiated rates, the Bidder who has offered the lowest negotiated price after price negotiation shall be declared as a Successful L1 Tenderer.
- Even after price negotiation, the negotiated price of two or more L1 Tenderers remain the same, the Tenderer having the highest Average Annual Turnover as per the turnover clause specified in Qualification Criteria shall be declared as the Successful L1 Tenderer.
- Decision of BESCOM will be final in this regard.

21.10 The contract shall be awarded to the Successful L1 Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid price for total scope of tender provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

22. CONTACTING THE OWNER

22.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

22.2 No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

22.3 Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

23. NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

E. AWARD OF CONTRACT

24. AWARD CRITERIA

24.1 **The Chief Engineer (Ele.,), O & M Zone, BESCOM, Chitradurga** will award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the lowest bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The **Chief Engineer (Ele.,), O & M Zone, BESCOM, Chitradurga** shall be the sole judge in this regard. **No sub-contract is allowed**.

24.2 While awarding the Contract to the successful bidder, the quoted rate of Service charges per person per month inclusive of all applicable taxes will be final for arriving at the total contract price.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred for providing the services to BESCOM. The successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid to any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority. The successful bidder shall in compliance with the above and keep BESCOM indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax or any other charges that may be levied by the Government on the turnover / profits etc., made by him in respect of the

contract.

24.3 Notwithstanding the above, if it is found that the performance work awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

24.4 Bidder shall note that BESCOM may not award the contract to successful bidder, even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

25. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The **Chief Engineer (Ele.,), O & M Zone, BESCOM, Chitradurga** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

26. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

27. NOTIFICATION OF AWARD

27.1 Issue of Letter of Intent notify the award. Bidder, shall confirm acceptance by returning a signed copy of the Letter of Intent within 7 days from the date of LOI.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Tenderer's furnishing of performance security, Detailed contract order will be placed on the successful Tenderer.

27.4 In case of revision of GST rates during the contractual period, BESCOM and Contractor are liable for payment/refund accordingly.

28. EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

29. SIGNING OF CONTRACT

29.1 At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

29.2 The Contract agreement shall be executed within **15 days** from the date of receipt of LOI, for the entire contract, on Karnataka Government Rs.500/- stamp paper of value according to Stamps Act. The Contract Agreement shall jointly be executed by the Chief Engineer (Ele.,), O & M Zone, BESCOM, Chitradurga and the successful Bidder.

30. CONTRACT PERFORMANCE GUARANTEE

30.1 The performance Security deposit of **5% of the contract value** shall be furnished in the form of Bank guarantee within two weeks from the date of the LOI issued by any Nationalized / Scheduled commercial banks. This BG will be valid for **15 months** from the date of award (**i.e contract period 12 months + claim period 03 months = 12 months)**. Incase, the contractor/agency fails to furnish the required performance Bank Guarantee within the prescribed date, the Bidder will be barred for participating in the future tenders of BESCOM and **Blacklisted for a period of 03 years** from the date of default and the **EMD amount shall be forfeited**.

30.2 Incase, the Contract Order is extended for further period, the performance bank guarantee shall be extended till the contract period if necessary.

30.3 The successful Bidder guarantees the successful and satisfactory services under the Contract, as per the specifications and documents.

30.4 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

30.5 The Tenderer will be blacklisted, if the performance bank guarantee turns out to be fake during confirmation from the bank regarding genuineness of BG submitted by the bidder.

30.6 Contract Performance Guarantee/Security Deposit is refundable, after the satisfactory completion of the Contract Period and will not carry any interest.

30.7 The contract performance security shall be retained till the expiry of 90 days after the end of Contract Period as referred to herein after

31. MODE OF PAYMENTS

31.1 **Payment will be arranged at Circle office, BESCOM.**

31.2 Agency shall submit the bill in duplicate to Circle office before **7th** of the succeeding month along with the attendance extract prepared by agency.

31.3 The concerned **AEE of sub division shall certify** the deputed no. of manpower has attended regularly and work satisfactorily, duly **counter signed by the Executive Engineer(Ele), of the concerned Division** and also by **supervisor appointed by the agency for supervising the employees.**

31.4 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.

31.5 Before issuing the cheque to the agency, BESCOM should ensure that the Agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the individual employees of the said contract order.

31.6 The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the Head of the office, BESCOM. Further, payment shall be made to its employees through **Bank**

account only. Any default in compliance, the Agency shall be held responsible.

31.7 The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order and all other statutory required.

31.8 **The Accounts Officer of O&M Circle and Accounts Officer (I/A)** are fully responsible to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to Manpower person are paid as per the award & ensure that the total persons engaged as manpower shall compulsorily as per the GoK order issued from time to time should be verified before passing the bill.

31.9 The Agency shall pay EPF, ESI, other Tax of its employees directly to the respective State Government/Central Government authorities as per rules for the list of manpower furnished by the contract agency. The concerned paid challans of the preceding month concerned man power only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. Remittance of such amount is wholly the responsibility of the Agency.

31.10 In case the agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the BESCOM for a period of 03 years, in addition to forfeiting of the monthly bills and Performance Security bank guarantee.

31.11 **The bidder shall pay the salary to manpower as per the "Minimum Wages Act" and also it should be ensured that the salary paid should not be lesser than as per prevailing "Minimum Wages".**

31.12 **In the event of an order the agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.**

a. Monthly Attendance Register duly signed extract copy

b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective State Government/Central authorities along with the Employees details.
c. Copy of EPF paid in the specific formats
d. Copy of GST details including GSTR1 & GST3B format.
e. Each year during the month of December, Rs 20/- from each staff has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore Karnataka.
f. The payment details pertaining to this has to be furnished in the subsequent monthly bill.

It is mandatory that, the agency shall make the payment to its employees **within 7th of the every month through RTGS mode irrespective of payment received from BESCOM**. It is the responsibility of the bidder to produce previous month's ESI, EPF contribution receipts and salary a quittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

31.13 **From time to time, if there is any increase/ decrease in the minimum wages/ statutory payment and vice versa, the same shall be borne by BESCOM.**

32. PENALTY FOR DELAY IN EXECUTION/NON- EXECUTION OF THE WORK.

a. A penalty at the rate of **½ % per week and maximum of 10% of the total particular month bill amount for shortage of manpower** will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of manpower in the bill.
b. If the agency fails to make payment to the deployed staff within 7th of the succeeding month, penalty will be levied at the rate of **Rs. 500/- per person per day** upto 15th shall be imposed and if still exceeds shall be treated as breach of contract, accordingly contract will be terminated.

c. The payment shall be calculated as per the actual no. of days attended by the each manpower and number of days absent in a month.

33. TERMINATION FOR DEFAULT

The Contract is liable to be terminated at the absolute discretion of Chief Engineer (Ele), C,O&M, CTAZ, BESCOM without assigning any reasons on the following grounds and the performance security bank guarantee shall be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and conditions as per bid documents, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF and other statutory payments amount of its employees to the concerned authority.
e. If the agency fails to make payment to the manpower availed within the time specified above under clause Mode of payment
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

Assistant Executive Engineer (Ele) (O).,
O & M Zone, BESCOM,
Chitradurga.

Account officer (I/A),
O & M Division, BESCOM
Chitradurga.

Executive Engineer (Ele).,
MT Division, BESCOM,
Chitradurga Zone.

Executive Engineer (Ele).,
O & M Division, BESCOM,
Chitradurga.

Superintending Engineer (Ele)(O).,
O & M Zone, BESCOM,
Chitradurga.

Controller of Accounts (F & C).,
O & M Zone, BESCOM,
Chitradurga.

Chief Engineer (Ele),
O & M Zone, BESCOM,
Chitradurga.